

Bihar Industrial Area Development Authority

1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna - 800 004
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www.biadabihar.in, Email : biada@rediffmail.com

EXPRESSION OF INTEREST FOR EMPANELMENT OF AGENCY FOR PROVIDING HOUSEKEEPING & MANPOWER SERVICES

I. NOTICE

Sealed tenders are invited from reputed agencies under "Two-bid" system-Technical Bid (unpriced) and Financial Bid (priced) to provide services for House Keeping and Manpower Services for office conduct on contract basis to the Bihar Industrial Area Development Authority hereinafter called BIADA.

Detailed information of the Tender Document can be downloaded from the BIADA website www.biadabihar.in. The bidder has to submit non-refundable tender processing fee of 1000/- (Rupees One Thousand only) through a demand draft in favour of BIADA payable at Patna along with the Technical Bid. Tender Document complete in all respects in a sealed envelope to be dropped in Tender Box by **3:00 p.m. on 20.02.2015**. Tenders will be opened on the same day at **4:00 p.m.** at Conference Hall, BIADA, Patna. The tenders received late/tenders without Processing Fee/Conditional tenders/Incomplete Tenders in any respect would be rejected. The BIADA reserves the right to accept or reject any or all tenders without assigning any reason. The finalized bidder will have to enter into a legal contract/agreement with the BIADA before rendering its services.

II. ELIGIBILITY CRITERIA

Technical bid envelope should contain the following:-

1. The Bidder must be a legally constituted Proprietary firm, Partnership firm, Limited Company or Corporate Body, who possess the required licenses, registrations etc., as per law valid at least for 12 months from the date of the opening of tender for providing House Keeping & Manpower Services.
2. The Bidder shall have experience of providing House Keeping and Manpower Services for at least 5 years ending March, 2014.
3. Financial Turnover during the last 3 years ending 31st March 2014 should be at least Rs.10 lacs per year.
4. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Bidder). An undertaking in this regard to be provided.
5. The Bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
 - (i) Company Registration
 - (ii) EPF Registration
 - (iii) ESI Registration
 - (iv) Service Tax Registration
 - (v) License issued by the Dept. of Labour, Govt. of Bihar.

Note : Proof in support must be enclosed for above eligibility criteria.

III. PROCEDURE

1. Tender Bids should be placed in a properly sealed envelope addressed to **The Secretary, Bihar Industrial Area Development Authority, 1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna-800004.**

Technical bid along with Tender processing Fee be **put up in a separate envelope** and the Financial Bid should **be put in separate sealed another envelope**, clearly indicating "TECHNICAL BID" and "FINANCIAL BID" with the details of the Bidder. Both sealed Technical & Financial Bid's envelopes should be **put in one envelope and must be superscribed "Tender for Housekeeping & Manpower Services"** with the name, address & phone nos. of the Bidder. The tender must be dropped in Tender Box of BIADA on the date & up to the time mentioned in the tender notice and the tenders will be opened in Conference Hall, BIADA on same day at the time specified for the same in the presence of all Bidders or their authorized representatives.

2. The Bidder shall acquaint himself fully with BIADA premises conditions and the working environment before quoting the rates. He is advised to do a complete survey at his own of the premises before offering rates. No compensation on account of any difficulties will be entertained at a later date after award of works.
3. That the technical bid shall be opened first and only the eligible bidders selected by Tender Committee shall participate in the financial bid which shall be opened on the date further fixed by the Tender Committee.
4. In case the Bid being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so or in the case of a company, the tender be signed in the manner laid down in the said Company's Article of the Association. The signatures on the tenders will be deemed to be the authorized signatures.
5. **An Index page showing contents/annexure & page no. should be annexed first followed by relevant documents with proper page numbering & signed by the owner of the firm or his Authorized Signatory** as token of acceptance of Terms & Conditions. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/ authorization may be enclosed along with tender.
6. The bidder must ensure that the conditions laid down for submissions of offers are complete and correctly filled. The rates and units shall not be overwritten and shall be in both i.e. figures and words.
7. In case two or more agencies are found to have quoted the same rates, the Tender Committee shall recommend about the Bidder to which the offer shall be granted based on the NEGOTIATIONS to become lowest rate bidder. The decision of the Managing Director BIADA shall be final.
8. Any changes w.r.t. this tender will be notified through website www.biadabihar.in only.
9. BIADA reserves the right to accept or reject any or all the tenders without assigning any reason.

IV. TERMS AND CONDITIONS

1. The bidder must provide information about his Agency as per **Annexure-I** i.e., Technical Bid.
2. BIADA may require Office Attendants, Drivers, Sweepers, ITI Trained Electrician, Amins, Duftari, Plumber, Electrician, Supervisor, etc. This manpower is to be provided as per requirement for eight hours a day and seven days a week.
3. The number of persons required may vary from time to time and it may vary as per needs. BIADA reserves the right to reduce or increase the manpower, if considered necessary. In either case the contract amount payable to the Agency shall stand modified under the Contract on pro-rata basis.
4. **The Annexure-II is the Financial Bid in which Total Amount and Service Charges to be quoted for Housekeeping (Cleaning) works and Service Charges is to be quoted only for the supply of manpower.**
5. On acceptance of the tender, the Bidder shall deposit Performance Security in the form of Bank Guarantee/Demand Draft of Rs. 1,00,000/- (One Lakhs) only to BIADA, Patna within 7 days of the award of the contract which will be refundable without interest after completion of the contract.
6. The staff employed by the agency will always keep identity cards with them for verification while working.
7. Provide summer and winter uniforms, identity card and safety items to his employees, as required under the law at his own cost. All personnel of the Agency will wear the uniforms in clean condition while on duty. BIADA shall not pay any extra charges to the Agency against these items. Uniform for various categories of workers to be provided by the Agency shall be decided in consultation with BIADA.
8. **In case of Housekeeping all the required machines/equipments/cloth/materials to be provided by the agency at his own cost used for cleaning, sweeping, dusting, drainage cleaning etc. Agency should ensure clean, dry & hygienic environment at BIADA work places, cabins, cuboids, furniture, fixtures, walls, roof, glasses, entrance, staircases, toilets, kitchen three times a day (first before 9.00 am, second at 2.00 pm & third at 4.00 pm) in working days or on special occasions by providing air fresheners, toilet paper/soap/liquid, naphthalene balls/liquid of approved quality & quantity, wherever required. The adjacent surrounding of the Udyog Bhawan, East Gandhi Maidan, Patna should be cleaned once daily before 9.00 am in every working days by brooming/dumping/disposing of wastes. No extra payment will be done for the services provided on special occasions as intimated to do so.**

9. Agency shall deploy its authorised representative(s) and adequate supervisor(s) to be present at the place of work during all working hours to ensure satisfactory rendering of services under this agreement. Agency shall further exercise due and adequate controls over such deputed personnel and ensure that appropriate instructions/directions are issued to them in the course of the performance of the tasks under this agreement.
10. The BIADA shall have the right to replace or stop any person without assigning any reason whatsoever and the substitute shall have to be provided by the contract immediately, if required.
11. The staff to be provided by the Agency should be physically fit, healthy for performing manual & assigned duties and shall not be below 18 years of age.
12. The manpower will be screened by the BIADA. All the persons to be provided should have good moral character. No criminal case be pending against any of the persons employed by the Agency. The Agency should ensure that his worker does not smoke, not indulge in drinking alcohol or intoxicants or in gambling.
13. The details of the persons deployed by the Agency with Bio-data, attested proof of Identity, photocopy of the driving licence (in case of driver) and the latest photographs of all the persons shall be supplied to the BIADA office for record.
14. Obtain necessary license, permit, consent, sanction etc., as may be required or called for from / by local or any other authority for doing such work. The Agency shall comply at its own cost with all applicable laws, rules and regulations in force from time to time whether of Central or State Govt. as applicable to him or to this contract without any liability and responsibility to BIADA, whatsoever it may be.
15. The administration of BIADA shall be at liberty to check any time the deployment of persons by the Agency and in case of default shall deduct the wages of absentee personnel from monthly payment due to the Agency and impose penalty as deemed fit by him. The penalty can be imposed for the same as per decided. The decision of the Managing Director shall be final in this regard.
16. The Agency shall be liable for full fidelity of the personnel to be provided and in case any pilferage/damage/theft/shortage is caused to the property of the BIADA due to the carelessness of the persons deployed by the Agency, the value as assessed shall be recovered from the payment due to the Agency under the contract. If some amount is still found recoverable, the Agency shall deposit the same within 15 days from service of notice by the BIADA.
17. The Agency shall make necessary arrangements and will take due care to prevent any damage to existing glass and steel structures of the building, intricate finishing on walls, ceiling and floors etc. due to any of his activities. The Agency shall be responsible for any damage to the existing infrastructure due to his activities and shall make good the same at his own cost. The decision of BIADA regarding cause and cost of damage shall be final. In case the Agency fails to make good the damage to the entire satisfaction of BIADA and the amount will be deducted from his bill.
18. The Agency will ensure collection, mechanized screening/segregation of dry and wet garbage in the earmarked area. The contractor will also ensure segregation of bio-degradable and non-bio degradable garbage. Finally, the contractor will arrange for disposal of garbage at such a place as may be permissible by Municipal Authority.
19. In no event BIADA be liable to Agency, whether in contract, tort, under any warranty or any other theory of liability, for any special, incidental or consequential damages, including, but not limited to, lost business or profits.
20. The Agency shall also be responsible for pest, rodents and termite control in the office and shall carry out sprays etc. at least once in month and as and when required. The insecticides and pesticides should be sufficient enough to take care of mosquitoes, cockroach, and carpeted rooms, rats etc. The insecticide and pesticide sprayed should be of ISI mark. In case the pest control is ineffective, the firm shall carry out remedial operations as frequently as may be required.
21. The Agency shall obtain by complying with all statutory and prescribed rules and regulations, all licenses, permissions, certificates, registrations to enable to discharge its obligations under this agreement, which shall be a condition precedent.
22. The Agency shall not pay to the persons engaged by him less than the minimum wages as approved under effective Minimum Wages Act, Govt. of Bihar.
23. The BIADA will not be liable to pay any amount other than settled in the contract. Any payment under provision of the ESI Act, 1948, Workman Compensation Act 1923, payment of Gratuity Act, 1948 and Employee's Provident Fund and Miscellaneous Provisions, Act 1952 or any other statutory liability shall be made by the Agency and challans/receipts must be enclosed with the monthly bill. The agency shall be solely responsible and liable for his persons under the provisions of Contract Labour (R&A) Act and the labour and services laws.

A certificate to this effect will have to be submitted by the agency in separate challan in respect of manpower employed by him. The certified copy of challans must be submitted next month along with the bill.

24. The Agency shall be paid against monthly bills to be submitted by him at the settled rates.
25. The Agency shall maintain daily shift-wise attendance record of the personnel deployed showing their arrival and departure time and submit to BIADA an attested photocopy of the attendance record with the monthly bill.
26. Before submission of the bill, the Agency shall ensure that the payment of persons deployed by the Agency have been made for the billed period.
27. Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.
28. The agency must ensure the payment to staff by 7th of each month from his own resources through the bank cheque in account of the worker and proof of credited amount should be produced with the coming month bill.
29. TDS and other taxes as applicable will be deducted from agency's bill as per Govt. instructions from time to time.
30. The Service tax (if claimed by the Agency) will be reimbursed only after the submission of proof of payment of Service Tax.
31. The Performance Security amount shall be released without interest after 3 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the Agency or the its employees. In case of any complaint, the security deposit shall be discharged only after adjusting all dues, liabilities of the workers etc.
32. In case of any change of constitution of the Agency, the rights of BIADA should not suffer.
33. All personnel engaged under this contract by the Agency shall be employees of Agency. BIADA shall not have any liability/responsibility to absorb the persons engaged by the Agency and/or to extend any type of recommendation etc. for obtaining any job in BIADA or elsewhere.
34. Agency shall maintain all records/registers as required to be maintained under various labour laws and other statutory laws in force and as amended from time to time.
35. A local representative of agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the premises of BIADA, they shall work under the directives and guidance of the BIADA. This will, however, not diminish in any way, the Agency's responsibility under contract to the BIADA.
36. The Personnel deployed by the Agency should be disciplined and will not participate in any activity prejudicial to the interest of BIADA/Govt. of India /any State/ or any Union Territory.
37. In case any personnel of the Agency is implicated in any law suit or is injured by any person or group of persons agitating mob etc. during the course of performing his duty/their duties for BIADA it shall be the sole responsibility of the agency to defend its personnel in the court of law or to extend all medical and financial help etc. without charging any cost to the BIADA.
38. In case BIADA is implicated in any law/suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the Agency, all cost of defending such suit settlement of claims penalty etc. shall be borne by the Agency or recovered from the due amounts payable to the Agency and/or from the security deposit held by BIADA.
39. In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments thereof, BIADA shall have full powers to retain out of any sums payable/becoming payable to the Agency, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the Managing Director of BIADA shall be final in regard to all matters arising under this clause.
40. The decision of Managing Director, BIADA in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
41. An agreement shall be signed with the designated/authorised person of the successful agency.
42. The Managing Director, BIADA shall be the sole authority to decide and judge the quality of the service rendered by the Agency and all other matters and his decision shall be final and binding.
43. At the end of Contract Period/Termination of the Contract, the agency shall handover the charge to the new service provider (appointed by BIADA) without any hindrance. In case of non compliance, the Security Deposit shall be forfeited.
44. The contract will be valid for a period of one year and can be extended to a maximum period of 3 years if agreed to by both the parties.

45. **Termination:** The Contract may be terminated by giving one months notice, in case the agency:
- a. Assigns or sub-contracts any of this service.
 - b. Violation/contravention of any of the terms and conditions mentioned herein.
 - c. Does not improve the performance of the services in spite of instructions.
 - d. Any violation of instruction/agreement or suppression of facts.
 - e. Contractor being declared insolvent by competent court of law.

If agency willing to exit this contract, a two months notice in advance should be produced by the agency.

On termination of the contract, it shall be the responsibility of the agency to remove his men, machinery and materials within days as per order. BIADA shall not indemnify any loss caused to the agency by such terminations, whatsoever it may be.

During the notice period for termination of the contract in the situation contemplated above, the agency shall keep on discharging his duties till the expiry of notice period.

46. **Penalty:** In case of pre mature termination of the contract due to any of the clauses of Termination the security amount shall be forfeited.
47. **Arbitration:** Any dispute or difference between the parties with regard to this Agreement and all connected and related matters whatsoever shall be discussed and settled amicably. In the event of failure to resolve the disputes or differences amicably, all such disputes or differences shall be referred to arbitration to an independent arbitrator appointed by M.D. BIADA.
48. **Jurisdiction:** In case of any dispute, the jurisdiction shall be the Court at Patna only.
49. Notwithstanding anything specified in clauses above, the Agency shall be responsible to take all majors to maintain the look, beauty, cleanliness, hygiene and sanitation of the building and premises.

Read and accepted

(Full Name, Signature & Stamp of the Bidder)

ANNEXURE-I
(To be submitted on Letter Head of the Registered Agency)

TECHNICAL BID

PROFORMA FOR HOUSEKEEPING (CLEANING) & MANPOWER SERVICES AT BIADA

Technical Bid should indicate following information along with the self-attested photocopies of supporting documents:

1. Name of Firm/Agency: _____
2. Registered address: _____

3. Branch Address, if any _____

4. Phone/Fax No. _____
5. Email Address: _____
6. Type of Organization: _____
(whether legally constituted Proprietary/Partnership/Private Limited/Limited/Corporate Body attach proof)
7. Name of Proprietor/Partners/
Directors Of the Organization/Firm. _____

<u>Payment Details</u>
DD No. _____
Date _____
Amount _____
Bank _____

Sl. No.	Documentary Proof of	Registration No. with Date & validity upto	Proof Attached (if Yes then Page no.)
1	Proof of incorporation/inception of the Agency		
2	Registration for manpower supply/License to act as Housekeeping & Manpower Services Agency		
3	EPF Registration Proof		
4	ESI Registration Proof		
5	PAN Number		
6	Income Tax Return for the last 3 years		
7	Service Tax Registration Proof		
8	Proof of Registration with the Labor Commissioner		
9	Satisfactory Performance certificate from at least three organizations where the contractor has supplied a group of more than 10 persons at a time for Housekeeping and Manpower Services during the last 3 years		
10	Any other relevant information		

Name and signature of the authorized person
of the firm along with seal

ANNEXURE-I

(To be submitted on Letter Head of the Registered Agency)

FINANCIAL BID

Proforma for Scheduled Rate for Housekeeping (Cleaning) & Manpower Services at BIADA

SI	Description	Total Amount quoted in Rs. (per month) for cleaning works	Service Charges (In % only)
A	<p>Total Amount and Percentage (%) of Services Charges to be quoted by agency in case of Housekeeping (cleaning) as all the required no. of manpower/machines/equipments/cloth/materials to be provided by the agency at his own cost used for cleaning, sweeping, dusting, drainage cleaning etc. against which bills to be produced to BIADA on monthly basis. Agency should ensure clean, dry & hygienic environment at BIADA work places, cabins, cuboids, furniture, fixtures, walls, roof, glasses, entrance, staircases, toilets, kitchen three times a day (first before 9.00 am, second at 2.00 pm & third at 4.00 pm) in working days or on special occasions by providing air fresheners, toilet paper/soap/liquid, naphthalene balls/liquid of approved quality & quantity, wherever required. The adjacent surrounding of the Udyog Bhawan, East Gandhi Maidan, Patna should be cleaned once daily before 9.00 am in every working days by brooming/dumping/ddisposing of wastes on appropriate destination. No extra payment will be done for the services provided on special occasions as intimated to do so.</p>		
B	<p>Percentage (%) of Service Charges to be quoted only for supply of manpower to BIADA like ITI Trained Electrician, Amin, Driver, Duftari, Peon, Electrician, Plumber, Carpenter & Sweeper etc. as per Terms & Conditions laid down in the Tender Document. The monthly remuneration will be fixed by BIADA categorizing under Unskilled, Semi-skilled, Skilled & Highly Skilled category as per effective minimum wages as approved under Minimum Wages Act, Govt. of Bihar with statutory payables .i.e. EPF, ESI and taxes applicable.</p>		

Name and signature of the authorized person
of the firm along with seal

CONTRACT AGREEMENT

This agreement is made on between Bihar Industrial Area Development Authority, Patna (Hereinafter called BIADA which expression shall unless excluded by repugnant to context, include his successors and assignees) and (Hereinafter called the Contractor which expression shall unless excluded by or repugnant to context, include his successors and assignees) on the other part. The agreement shall remain valid from..... to.....

1. Whereas BIADA has invited tender for providing Housekeeping & Manpower Services in the BIADA for.....
2. BIADA has approved the tender for the work at an amount of The work is to be carried out as per the direction of the competent authority.
3. The scope of services to be rendered under each item can be increased or decreased as per requirement, to be decided mutually between BIADA and contractor and the monthly payable for that item will be increased or decreased as per the rate already approved.
4. The contract period shall be initially for with effect from.....to..... which can be extended to a maximum period of 3 years on mutual consent of both the parties.
5. It shall be the sole responsibility of the contractor to ensure effective services and if there is any loss/shortage of any material during the course of their duties on account of dishonesty, theft, connivance or due to any cause other than natural calamity. The same shall be recovered from the agency.
6. The contractor will take all steps as required under law in case of any loss or other contingency in consultation with the BIADA.
7. The contractor has furnished a Performance Security of (Rupees.....only) in shape of No..... duly pledged and renewed upto in favour of BIADA, Patna which shall carry no interest.
8. That in case of any dispute arising between the parties w.r.t. the contract, interpretation of the terms or any claim whatsoever, the Managing Director, BIADA or any person appointed by him shall be the sole Arbitrator to decide the matter and the provisions of Arbitration and Conciliation Act 1996 shall be applicable. The contractor shall have no objection to the designated arbitrator or other appointed person as arbitrator by him. The place of arbitration proceedings shall be at Patna.
9. All machinery/equipment/material etc. required for Housekeeping and Manpower Services of the Campus will be provided by the Agency.
10. The contractor will not sub-let the contract of these services to any other agency or individual(s).
11. The Contract amount of this work is as per the rate approved with services charges.
12. The Contractor will be responsible for compliance of various statutory obligations like EPF, ESI, minimum wages act, workman compensation act and other laws enacted from time to time.
13. Contractor will submit photocopy of challans of deposits of EPF & ESI etc. whichever applicable along with bill every month.
14. The contractor shall maintain absolute security with regard to all the matter that comes to his knowledge by virtue of this contract.
15. The responsibility for implementing the instructions/ guidelines for working on National holidays and Sundays would be of the contractor.
16. Since the personnel will be employees of the contractor, the BIADA will not have any concern or relation with them either directly or indirectly all statutory obligation shall be discharged by the contractor and there shall be no liability of BIADA in that respect.
17. Contractor will ensure that the staffs are periodically changed to ensure better output and result.
18. Agency shall deploy its authorised representative(s) and adequate supervisor(s) to be present at the place of work during all working hours to ensure satisfactory rendering of services under this agreement. Agency shall further exercise due and adequate controls over such deputed personnel and ensure that appropriate instructions/directions are issued to them in the course of the performance of the tasks under this agreement.
19. The Agency shall make necessary arrangements and will take due care to prevent any damage to existing glass and steel structures of the building, intricate finishing on walls, ceiling and floors etc. due to any of his activities. The Agency shall be responsible for any damage to the existing infrastructure due to his activities and shall make good the same at his own cost. The decision of BIADA regarding cause and cost of damage shall be final. In case the Agency fails to make good the damage to the entire satisfaction of BIADA and the amount will be deducted from his bill.

20. The Agency will ensure collection, mechanized screening/segregation of dry and wet garbage in the earmarked area. The contractor will also ensure segregation of bio-degradable and non-bio degradable garbage. Finally, the contractor will arrange for disposal of garbage at such a place as may be permissible by Municipal Authority.
21. In no event BIADA be liable to Agency, whether in contract, tort, under any warranty or any other theory of liability, for any special, incidental or consequential damages, including, but not limited to, lost business or profits.
22. The Agency shall also be responsible for pest, rodents and termite control in the office and shall carry out sprays etc. at least once in month and as and when required. The insecticides and pesticides should be sufficient enough to take care of mosquitoes, cockroach, and carpeted rooms, rats etc. The insecticide and pesticide sprayed should be of ISI mark. In case the pest control is ineffective, the firm shall carry out remedial operations as frequently as may be required.
23. The Agency shall obtain by complying with all statutory and prescribed rules and regulations, all licenses, permissions, certificates, registrations to enable to discharge its obligations under this agreement, which shall be a condition precedent.
24. It is clearly understood by both the parties that this agreement is a commercial agreement and not one is creating any employment.
25. The agency must ensure the payment to staff by 7th of each month from his own resources. Consolidated bill with the full details pertaining to the previous month will be submitted by the contractor and after due scrutiny BIADA will make requisite payment to contractor.
26. The workmen of the contractor shall have no privacy of the contract with the company and there shall be no master servant relationship between the BIADA and the contractor's workmen of any nature whatsoever.
27. Any loss due to negligence, if proved, of security staff will be compensated by the contractor.
28. Contractor or his representative will remain in constant touch with concerned official of BIADA for better understanding and effective work.
29. All records, attendance registers and documents will be maintained and kept by the contractor.
30. That the terms of tender which have not been mentioned in the contract shall also apply and form part of the contract for all the intents and purposes.
31. Decision of BIADA in regard to interpretation of the Terms and Conditions and the Contract Agreement shall be final and binding on the contractor.
32. That in case of any loss being suffered by BIADA or the violation of the terms and conditions of contract; the BIADA shall have right to deduct all claims against contractor for the security and BIADA shall have right to forfeit and deduct the claim amount from the security amount partly or entirely as per the claim.
33. That in case if the contractor withdraws from the contract within the period of contract, the BIADA shall forfeit the security amount without any refund.
34. Termination: The Contract may be terminated by giving one months notice, in case the agency:
 - a. Assigns or sub-contracts any of this service.
 - b. Violation/contravention of any of the terms and conditions mentioned herein.
 - c. Does not improve the performance of the services in spite of instructions.
 - d. Any violation of instruction/agreement or suppression of facts.
 - e. Contractor being declared insolvent by competent court of law.

If agency willing to exit this contract, a two months notice in advance should be produced by the agency.

On termination of the contract, it shall be the responsibility of the agency to remove his men and materials within days/on or before date as specified in termination order. BIADA shall not indemnify any loss caused to the agency by such terminations, whatsoever it may be. During the notice period for termination of the contract in the situation contemplated above, the contractor shall keep on discharging his duties till the expiry of notice period.

35. Penalty: The administration of BIADA shall be at liberty to check any time the deployment of persons by the Agency and in case of default shall deduct the wages of absentee personnel from monthly payment due to the Agency and impose penalty as deemed fit by him. The penalty can be imposed as decided. The decision of the Managing Director shall be final in this regard. In case of pre mature termination of the contract due to any of the clauses of Termination the security amount shall be forfeited.
36. Arbitration: Any dispute or difference between the parties with regard to this Agreement and all connected and related matters whatsoever shall be discussed and settled amicably. In the event

of failure to resolve the disputes or differences amicably, all such disputes or differences shall be referred to arbitration to an independent arbitrator appointed by M.D. BIADA.

37. Notwithstanding anything specified in clauses above, the Agency shall be responsible to take all majors to maintain the look, beauty, cleanliness, hygiene and sanitation of the building and premises.

THIS WITNESS WHEREOF both the parties have set and subscribed their respective hands with their seal in PATNA in the presence of the witness:

For BIADA, Patna

For (Agency)

Witness:

1.

2.

Witness:

1.

2.